

L E A S E JAN 27 3 24 PM 1949

Memorandum of Agreement entered into this 26th day of January, 1949 between Mrs. Robbie Hudgens Smith of Greer, S. C., hereafter spoken of as Lessor, and Service Oil Company, Inc., by G. L. Hughes, President, of Spartanburg, S. C., hereafter spoken of as Lessee, Witnesseth:

The Lessor has leased and Lessee has hired and taken for a period of five (5) years beginning June 1st, 1949 and ending June 1st, 1954 at a monthly rental of (\$50.00) fifty dollars per month, payable in advance, on or about the first day of each calendar month, beginning June 1st, 1949, the following described premises;

1st. All that lot of land in the Town of Greer, S. C. beginning at the intersection of Depot and Randall Streets in the center of said Randall Street, and runs thence E. with the said street 88 feet to an iron pin in said Randall Street; thence, N. with Davis line 63 feet to an iron stake; thence, W. with Davis line 88 feet to an iron stake in the center of Depot Street; thence, with said Depot Street to the beginning, containing five thousand four hundred and fifty-six square feet, more or less, bounded on the South by Randall Street, on the North and East by the lands of B. J. Davis, on the West by Depot Street, being the same lot of land conveyed to A. J. Davis by J. S. Allen, April 8, 1899.

2nd. That lot of land Number 9 as shown on the Plat of Dr. J. T. Smith property purchased from W. J. Fortner Jan. 4, 1930, recorded in Book J, Page 479 Greenville, S. C., fronting on Randall Street a width of Twenty-eight feet and running back Northernly to lot Number 10, extending to the alley on the East.

3rd. Also, a strip of land nine feet wide adjoining the above described lots of land and comprising a part of lot Number 10 as shown on Plat referred to above and extending from Depot Street to the alley referred to above.

The Lessor further agrees to give option of five (5) additional years to Lessee beginning June 1st, 1954 and ending June 1st, 1959 at a rental to be determined at least sixty days prior to the expiration of lease June 1st, 1954. The Lessee shall notify Lessor in writing of his intention to exercise said option at least sixty days prior to expiration of lease. The Lessee agrees to construct wash and grease room in connection with present station.

The Lessee is to occupy the property for the purpose of using it as a Service Station. Any and all improvements placed on said property are to be made at Lessee's expense and all such improvements become the property of Lessor at the expiration of the lease period, excepting pumps, tanks and other operating equipment.

In the event the premises are destroyed or rendered untenable by fire or other casualty, this lease will terminate, and new lease worked out with mutual agreement as to rental.

If the rent by Lessee shall at any time become more than thirty days in arrears, the Lessor shall have the option to terminate the Lease and remove all persons from the premises without notice,

The Lessee covenants and agrees to take said property for said term at the rental and on the conditions herein-above named and to pay the rental at the times herein stipulated, and at the end of the term to surrender the premises in as good condition as they now are, reasonable wear and tear excepted.